



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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**Gloria Molina
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Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

Carlos Jackson
Executive Director

August 14, 2007

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**LANDSCAPE ARCHITECTURAL SERVICE AGREEMENT FOR DEVELOPMENT OF
A PARK IN
AVOCADO HEIGHTS IN LA PUENTE (1) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Landscape Architectural Service Agreement (Agreement) for the development of a park in Avocado Heights is not subject to the California Environmental Quality Act (CEQA).
2. Authorize the use of County Project and Facilities Development Funds transferred to the Commission to reimburse for initial project-related planning costs incurred in advance of the transfer of funding, previously approved by the Board on February 13, 2007.
3. Approve the award of an Agreement attached hereto between the Commission and Katherine Spitz Associates, Inc. (Consultant), to provide full landscape architectural services and to perform other related work for the development of a park in Avocado Heights; and authorize the Executive Director to use for this purpose \$336,925 in funds from the County of Los Angeles included in the Commission's approved Fiscal Year 2007-2008 budget.
4. Authorize the Executive Director to execute the Agreement and all related documents, to be effective following approval as to form by County Counsel and execution by all parties, which will not exceed 30 days following the date of Board approval.
5. Authorize the Executive Director to execute all necessary amendments to the Agreement, including increasing the above compensation amount by up to \$50,539, following approval as to



form by County Counsel, to provide for any unforeseen project costs using the same source of funds described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award an Agreement to provide full landscape architectural services for the development of a park in Avocado Heights located at 553 South 4th Avenue in unincorporated La Puente.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The architectural services will be funded with a total of \$336,925 in County funds included in the Commission's approved Fiscal Year 2007-2008 budget. A 15 percent contingency, in the amount of \$50,539, is also being set aside for unforeseen costs using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In September 2005, the First Supervisorial District requested that the Commission begin predevelopment construction management services for the development of a park in Avocado Heights in unincorporated La Puente.

On February 13, 2007, the Board instructed the Chief Administrative Officer to complete and execute funding agreements with the Commission to transfer funds from the First Supervisorial District to the Commission for a variety of capital projects, including funding for the purpose described herein.

On May 1, 2007, the Board approved the transfer of County Project and Facilities Development funds to the Commission for the development of the park and to reimburse the Commission for initial project-related planning-related costs incurred in advance of the transfer of funds, previously approved by the Board on February 13, 2007.

The local community has a significant need for a park which is accessible to both disabled and able-bodied children. The Commission wishes to enter into a contract with the Consultant to provide full landscape architectural services for the development of the Avocado Heights Park. The Consultant will be responsible for the master planning of the 5.5 acre site, and coordinating with Shane's Inspiration, a non-profit organization assisting with the design and construction documents for the universally accessible playground. The Consultant will also be responsible for obtaining all plan check approvals, assisting with the bid phase to identify a contractor to construct the park and providing construction administration.

The Agreement shall remain in full force until completion of construction of the park, unless terminated in writing.

Should the Consultant require additional or replacement personnel during the term of the Agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualifications for the open positions. The Consultant will contact the County's GAIN/GROW Division for a list of participants by job category.

The Agreement has been approved as to form by County Counsel, signed by Katherine Spitz Associates, and will be executed after Board approval.

ENVIRONMENTAL DOCUMENTATION:

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(1) & (8) because it involves design activities that will not have a physical impact on or result in any physical changes to the environment. The action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On September 5, 2006, the Commission initiated a Request for Statements of Qualifications (RFSQs) process inviting interested firms to submit statements of qualifications to provide the needed landscape architectural services. Notices of the RFSQs were mailed to 73 landscape architectural firms identified from the Commission's vendor list. Announcements also appeared in eight local newspapers and on the County WebVen website. Twenty-six RFSQs were downloaded from the website.

On September 29, 2006, five firms submitted Statements of Qualifications (SOQs). A review panel of Commission personnel evaluated and ranked the SOQs. Katherine Spitz Associates, Inc. was selected as the most responsive firm for this project, and was invited to submit a fee proposal and enter into negotiations with the Commission, resulting in a mutually agreeable fee of \$336,925. The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROJECT:

The proposed Agreement will provide services necessary to complete the design and construction documents of the proposed park.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carlos Jackson". The signature is written in dark ink and is positioned above the printed name and title.

CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

Request for Statement of Qualifications (RFSQs) for Landscape Architectural Services

On September 5, 2006, the following Request for Statement of Qualifications (RFSQs) process was initiated to identify the most qualified and experienced landscape architectural firm to provide the necessary services for the development of the Avocado Heights Park.

A. Newspaper Advertising

Beginning on September 14, 2006, announcements of the RFSQs appeared in the following eight local newspapers:

Dodge Construction News/Green Sheet
Eastern Group Publication
International Daily News
La Opinion

Los Angeles Sentinel
Los Angeles Times
The Daily News
Wave Community newspapers

The announcement of the RFSQs was also posted on the County WebVen web site. Firms were asked to request the RFSQs via email directly through the County's WebVen website or to obtain the RFSQs from the Commission.

B. Distribution of Request for Qualifications

The Commission's vendor list was used to mail out the announcement of the RFSQs to 73 landscape architectural firms, of which 49 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 26 RFSQs were requested and distributed.

C. Statements of Qualifications

On September 29, 2006, a total of five firms submitted Statements of Qualifications, of which two identified themselves as minority-owned.

D. Review of Statement of Qualifications

From October 2006 to November 2006, a review panel consisting of Commission staff reviewed the Statements of Qualifications and ranked each firm independently. Based on qualifications and experience with fully accessible playgrounds, Katherine Spitz Associates was invited to submit a fee proposal and enter into negotiations with the Commission, resulting in a mutually agreeable fee of \$336,925.

E. Minority/Women Participation - Firm Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Katherine Spitz Associates, Inc.	Minority	Total: 9 2 minorities 7 women 20% minority 70% women
VCA Engineering, Inc. (Civil and Structural Engineering)	Minority	Total: 20 18 minorities 2 women 100% minority 11% women
Gotama Building Engineering, Inc. (Mechanical, Electrical and Plumbing)	Minority	Total: 12 6 minorities 6 women 100% minority 50% women
C.P. O'Halloran Construction Cost Management (Cost estimating)	Non-Minority	Total: 7 6 minorities 4 women 41% minority 27% women
Phil Easton (Specification Consultant)	Non-Minority	Total: 1 0 minorities 0 women 0% minority 0% women
Sweeney & Associates (Irrigation System Design)	Minority	Total: 15 5 minority 4 women 33% minority 26% women

F. Minority/Women Participation - Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Melendrez Associates, Inc.	Minority	Total: 26 12 minorities 13 women 46% minorities 50% women
Lawrence Moss & Associates	Non-Minority	Total: 9 2 minorities 4 women 22% minorities 44% women
Nuvis, Inc.	Non-Minority	Total: 40 16 minorities 20 women 40% minorities 50% women
Copley Design Collaborative	Non-Minority	Total: 9 0 minorities 3 women 0% minorities 33% women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of the Agreement is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

LANDSCAPE ARCHITECTURE SERVICES AGREEMENT

Agreement for Professional Services

Between

**The Community Development Commission
of the County of Los Angeles**

And

Katherine Spitz Associates Inc.

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ATTACHMENT A - Work Plan

ATTACHMENT B - Additional Scope of Work Requirements

ATTACHMENT C - Fee Schedule

ATTACHMENT D - Required Forms

Section 1.0 Recital

This Agreement is made and entered into this ____ day of _____, 2007 by and between the Community Development Commission of the County of Los Angeles, hereinafter called "the Commission," and Katherine Spitz Associates, hereinafter called "the Consultant."

Section 2.0 Purpose

The purpose of this Agreement is to allow the Commission to retain the services of the Consultant to provide landscape architectural services and any other required services for the development of a new special-needs playground referred to as the Avocado Heights Park Project located at 553 S. 4th Avenue, La Puente, California.

Section 3.0 Term

This Agreement shall commence as of the day and year first above written and shall remain in full force for the duration of the project, unless sooner terminated in writing as provided herein. A performance review shall be conducted no later than 90 days prior to the end of the first and second years of the agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, written notification will be given to the Consultant whether the Agreement will be terminated at the end of the current year or will be continued into the next Agreement year.

Section 4.0 Consultant Responsibilities

Upon the request of the Commission's Contracting Officer or designee, which may include the Director of the Construction Management Division, the Consultant shall complete the work program described in this Agreement for the subject project. The Consultant agrees that all work performed by the Consultant will be the sole responsibility of the Consultant. See Attachments A and B for Work Plan and Additional Scope of Work Requirements.

Section 5.0 Consultant's Personnel and Subconsultants

The Consultant's employees and subconsultants identified below are considered essential to the Agreement work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the Agreement. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Contracting Officer.

Employees:

Katherine Spitz Associates, Inc.
Karina Garcia, Project Manager

Subconsultants:

VCA Engineers, Inc. (Civil and Structural Engineering)
Virgil Aoanan, Principal

Gotama Building Engineering, Inc. (Mechanical, Electrical and Plumbing Engineers)
Caecilia, Principal

Sweeney & Associates (Irrigation System Design)
Craig Landis, Manager

Easton Specifications (Specifications Writer)
Phil Easton, Owner

C.P. O'Halloran Construction Cost Management (Cost Estimating)
Ciaran O'Halloran, President

Section 5.1 Independent Consultant

The Consultant shall perform the services as contained herein as an independent consultant and shall not be considered an employee of the Commission or under Commission supervision or control. This Agreement is by and between the Consultant and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Commission and the Consultant.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

Section 5.2 Successor and Assignment

The services as contained herein are to be rendered by the Consultant whose name is as appears first above written and said Consultant shall not assign nor transfer any interest in this Agreement without the prior written consent of the Commission. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Consultant.

Section 5.3 Employees of Consultant

Workers' Compensation: Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subconsultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will

properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subconsultants providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subconsultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

Section 5.4 Subcontracting

The Consultant may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement. The Consultant shall not subcontract any part of work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

Section 6.0 Responsibilities of the Commission

- a. The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.
- b. The Commission shall designate the representative authorized to act in its behalf with respect to the Project. The Commission or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- c. The Commission's designated representative authorized to act in its behalf with respect to the Project shall be:

DeAnn Johnson, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Ave.
Los Angeles, CA 90022

- d. The Commission's representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- e. The Commission shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to the Commission. However, their accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Commission upon completion of the project.

- f. The Commission shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work.
- g. The Commission shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

Section 7.0 Release of News Information

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Commission's Executive Director or designee.

Section 8.0 Confidentiality of Reports

The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

Section 9.0 Compensation; Agreement Type and Payment – Not-to-Exceed

See Attachment C.

Section 10.0 Compensation Adjustments

There shall be no adjustments to compensation except as authorized by amendment as specified in Section 40.0, Amendments. Changes in compensation shall only be adjusted by amendment as a result of changes in the Work Plan (Attachment A). All costs of the Work and other costs, fees, or expenses, of any kind, in excess of the compensation as specified in this Agreement, and as adjusted by amendment, shall be borne solely by Consultant, without reimbursement by Commission.

Section 11.0 Notice to Proceed

The Consultant will perform services for each phase upon receipt of a written Notice to Proceed from the Commission. The Consultant will only perform the scope of work for the phase(s) identified in the Notice to Proceed.

Section 12.0 Payment Schedule

The Consultant shall submit invoices for compensation for each phase of the scope of services, in a format approved by the Commission, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the services provided hereunder, including all indirect costs, overhead, and insurance premiums.

Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Consultant.

Section 13.0 Source and Appropriation of Funds

The Commission's obligation is payable only and solely from funds appropriated through the Board of Supervisors of the County of Los Angeles and for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1. In the event this Agreement extends into the succeeding fiscal year and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will notify the Consultant in writing within ten days of receipt of non-appropriation notice. Consultant shall be entitled to payment for all work completed through date of receipt of said notice.

Section 14.0 Conflict of Interest

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Agreement, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, upon written request, disclose in writing to the Commission any other contractual or employment arrangement from which it receives compensation. The Consultant agrees not to accept any employment during the term of this Agreement by any other person, business or corporation which employment will or may likely develop a conflict of interest between Commission's interests and the interest of third parties.

Section 15.0 Commission Ownership of Documents

All drawings and specifications prepared and furnished by the Consultant shall become the property of the Commission upon their approval in writing by the Commission or upon the prior termination of the Consultant's services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by the Commission of its full rights of ownership and use of these documents and materials. The Consultant shall retain a record copy for its own files.

Section 16.0 Indemnification

Consultant shall indemnify, defend and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County") and their elected and appointed officers, employees, and agents from and

against any and all claims, including attorneys fees and costs, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Section 17.0 Insurance

The Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement the following insurance against which may arise from or in connection with the performance of the work by the consultant, its agents, representatives, employees or subconsultants, from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval in writing by Commission.

The consultant shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required herein and which reflect the Commission, Housing Authority, and County's status as additional insureds as required below. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, the Housing Authority, the County, their officials, agents, and employees shall be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the consultant; products and completed operations of the consultant; premises owned, leased or used by the consultant.

B. PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars (\$1,000,000) aggregate per claim.

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

D. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Commission, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Commission.

All coverage for subconsultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Failure on the part of the Firm to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

Section 18.0 Compliance with Laws

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. As the compensation under this Agreement is in excess of \$100,000, the Consultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

During the performance of the Agreement, the Consultant agrees to comply with the following federal provisions:

Executive Order 11246 and 11375 Equal Opportunity (Non-Discrimination in Employment by Government Consultants, Subconsultants, and Consultants)

During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this non-discrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice, which is to be provided to the agency contracting officer, advising the labor union or worker's representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as

result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Under Title VI of the Civil Rights Act of 1964, and Section 109 of the Housing and Community Development Act of 1974, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 19.0 Suspension and Termination

Section 19.1 Suspension

- 19.1.1 Commission, at its convenience, and without further liability except as herein specified, may suspend this Agreement, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension.
- 19.1.2 Consultant shall immediately discontinue all services unless otherwise indicated by Contracting Officer.
- 19.1.3 Upon request of Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant.
- 19.1.4 In the event the entire Agreement is suspended, Commission shall pay Consultant reasonable demobilization expenses subject to Commission's rights of set-off, recoupment and withholding. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending any commitments for services not yet complete. Commission shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.
- 19.1.5 In the event the entire Agreement is suspended and Consultant is directed to remobilize within one calendar year of the effective date of the suspension, Commission shall pay remobilization expenses directly attributable to restarting services hereunder and, at Consultant's option, Consultant and Commission shall negotiate Consultant's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the Commission's convenience.
- 19.1.6 In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience of Commission upon written notice to the Consultant.

Section 19.2 Termination for Convenience of the Commission

- a. The Commission reserves the right to cancel this Agreement in whole or in part for any reason at all upon ten (10) days' prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project. Commission will pay Consultant termination expenses subject to the Commission's rights of recoupment, set-off and withholding.
- b. Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of this Agreement, whether complete or in process, as may have been accumulated by Consultant.
- c. Commission may take over the work and services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to Commission for any excess costs incurred by Commission in completing the scope of work of this Agreement.
- d. Consultant shall assign the contracts of its consultants and/or their subconsultants to Commission, to the extent requested by the Contracting Officer.

Section 19.3 Termination for Cause and / or Default

This Agreement may be terminated by the Commission upon 10 days' written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Agreement terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend the performance of this Agreement by Consultant in whole or in part.
- B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than five (5) days by the Consultant, then notice of deficiency thereof in writing may be served upon

Consultant by the Commission. Should the Consultant fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Consultant in whole or in part.

- C. Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of Agreement upon which the Commission may immediately terminate this Agreement.
- D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.
- E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, with respect to all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement, Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed, subject to the Commission's rights of recoupment, cut-off, and withholding.

Section 19.4 Termination for Improper Consideration

Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of termination for cause and / or default by the Consultant.

Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Section 19.5 Consultant Responsibility and Debarment

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as fitness, capacity and experience to satisfactorily perform the

Agreement. It is the policy of the Commission to conduct business only with responsible consultants.

The Consultant is hereby notified that, if the Commission acquires information concerning the performance of the Consultant on this or other contracts which indicated that the Consultant is not responsible, the Commission may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the Commission.

The Commission may debar a consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Commission, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Commission or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence, which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

The Consultant hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Consultant Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Consultant hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. These terms shall also apply to subconsultants of the Consultant.

Section 20.0 Remedies

- a. The rights and remedies of the Commission provided for under this Agreement are in addition to any other rights and remedies provided by law.
- b. Commission may assert, either during or after performance of this Agreement any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.

- c. The rights and remedies of the Commission under this Agreement are in addition to any right or remedy provided by California law.

Section 21.0 Compliance With Jury Service Program

Unless Consultant has demonstrated to the Commission's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the employee's regular pay the fees received for jury service.

For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Consultant. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the Commission under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify Commission if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the Commission's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

Consultant's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, Commission may, in its sole discretion, terminate the Agreement and/or bar Consultant from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

Section 22.0 Certification Regarding Lobbying

Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Agreement are incorporated herein.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

Section 23.0 Safety Standards and Accident Prevention

The Consultant shall comply with applicable Federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

Section 24.0 Drug Free Workplace Act of the State of California

The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

Section 25.0 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 26.0 Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

Section 27.0 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Neither the Commission's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

Section 28.0 Commission's Quality Assurance Plan

The Commission or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective action measures, Commission may terminate this Agreement or impose other penalties as specified in the Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Consultant whether this Agreement will be terminated at the end of the current year or will be continued into the next Agreement year.

Section 29.0 Agreement Evaluation and Review

The ongoing assessment and monitoring of this Agreement is the responsibility of the Commission's Contracting Officer or designee.

Section 30.0 Adherence to Commission's Child Support Compliance Program

Consultant acknowledges that Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through this Agreement are in compliance with their court-ordered child, family and spousal obligations in order to mitigate the economic burden otherwise imposed upon taxpayers of the County.

As required by Commission's Child Support Compliance Program and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wages and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Termination for Breach of Warranty to Maintain Compliance with Commission's Child Support Compliance Program

Failure of Consultant to maintain compliance with the requirements set forth in this Section 30.0 "Adherence to Commission's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the Commission under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Commission's Board of Commissioners may terminate this Agreement.

Post L.A.'s Most Wanted Parents List

Consultant acknowledges that Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is Commission's policy to encourage all Commission consultants to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. District Attorney will supply Consultant with the poster to be used.

Section 31.0 Access and Retention of Records

Consultant shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

Section 32.0 Copyright

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. All documents become the property of the Commission and the Commission holds all the rights to said data. The Consultant assumes no responsibility for the use of documents in whole or in part in connection with work that is outside the scope of this Agreement.

Section 33.0 Patent Rights

The Commission will hold all the patent rights with respect to any discovery or invention that arises or is developed in the course of, or under this Agreement.

Section 34.0 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

Section 35.0 Notices

Notices herein shall be presented in person or by certified or registered U.S. mail as follows:

Consultant: KATHERINA SPITZ, AIA, ASLA, Principal
Katherine Spitz Associates Inc.
4212 1/2 Glencoe Avenue
Marina Del Rey, CA 90292

Commission: DEANN JOHNSON, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Ave
Los Angeles, CA 90022

Section 36.0 Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Section 37.0 Consideration of GAIN/GROW Participants for Employment

Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the

Consultant's minimum qualifications for the open position. The Consultant shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

Section 38.0 Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Commission's policy to encourage all Commission Consultants to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the subconsultant's place of business. The Consultant and its subconsultants can obtain posters from the Department of Children and Family Services of the County of Los Angeles.

Section 39.0 Contractor's Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in Attachment C – Required Contract Forms, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

Section 40.0 Conflict of Interest

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

Section 41.0 Amendments

This Agreement may be modified by written amendment, duly executed by both parties.

Section 42.0 Entire Agreement

This Agreement consists of 23 pages plus Attachments which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Commission and contains all the covenants and agreements between the parties with respect to such retention.

- A. Work Plan**
B. Additional Scope of Work Requirements
C. Fee Schedule
D. Required Forms and Notices

[illegible]

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

COMMISSION

COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES, A BODY
CORPORATE AND POLITIC

BY: _____

CARLOS JACKSON

Title: Executive Director

Date: _____

APPROVED AS TO PROGRAM:

Deann Johnson

DEANN JOHNSON, Director

APPROVED AS TO PROGRAM:

DIVISION DIRECTOR, Contracting
Officer

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: Paul V. Hanson

Deputy

CORPORATE SEAL

CONSULTANT

KATHERINE SPITZ ASSOCIATES INC.

License Number C3846 (Landscape Architect)

BY: X [Signature]

Katherine Spitz

Title: PRINCIPAL

Date: February 27, 2007

BUSINESS ADDRESS

4212 _ Glencoe Avenue

Marina Del Rey, CA 90292

- If sole proprietor, one signature of sole proprietor.
- If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.
- If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

ATTACHMENT A

Work Plan

Phase of Work		Design	Engineering	Construction	Operations	Marketing	Other	Subtotal	TOTAL SUBS
PHASE I - Master Plan/ Pre-Design									
Gather programming information from County - 1 mtg		3.00	4.00					\$885	
Review programming information & other data		6.00	14.00					\$2,310	
Identify additional testing to be done as an additional expense (1.)		2.00	6.00					\$890	
Prepare space planning diagrams		4.00	10.00					\$1,400	
Prepare site analysis documents		4.00	10.00					\$1,400	
Coordination meeting with consultants		2.00	4.00					\$710	
Meet with CMI Engineer to coordinate grading issues		4.00	6.00					\$1,240	
Review alternatives for sensory elements - by Shane's Inspiration		4.00	10.00					\$1,400	
Prepare master plan design drawings (up to two alternatives)		2.00	6.00					\$890	
Identify phasing strategies		18.00	48.00					\$7,120	
Develop grading strategies based on concept design		2.00	8.00					\$1,070	
Meeting with County to review master plan drawings (2 meetings)		4.00	10.00					\$1,400	
Coordinate with Shane's Inspiration for selection of play equipment (initial meeting)		6.00	6.00					\$1,590	
Identify opportunities for sustainability (5.)		2.00	4.00					\$710	
Identify opportunities for artwork (6.)		2.00	10.00					\$1,250	
SUBTOTAL		2.00	6.00					\$890	
Subtotal for Master Planning/Pre-Design								\$25,955	
PHASE II - PRELIMINARY DESIGN								\$2,000	
(Schematic Design)									
Request additional data from County		3.00	6.00					\$1,065	
Procure soils test from independent consultant - additional expense (1.)									
"Red Team Meeting" fire, bldg, planning, etc. - 1 mtg. Included (3.)		6.00	6.00					\$1,590	
Prepare up to two conceptual layout plans - Included in master plan									
Meeting with County to review conceptual layout plans/admin follow up		4.00	8.00					\$1,420	
a. Develop restroom/picnic structure schematic design		3.00	6.00					\$1,065	
c. Develop planting plan schematic design		3.00	8.00					\$1,145	
d. Develop hardcape/play structure layout plan		3.00	12.00					\$1,605	
Meet with County to review at completion of schematic design		4.00	8.00					\$1,420	
Prepare cost estimate at 100% schematic design		2.00	6.00					\$890	
Meet with County to review 100% schematic design		4.00	4.00					\$1,060	
(Design Development)									
Select park amenities		2.00	8.00					\$1,070	
Develop detailed hardcape plan to identify accessibility and retaining conditions		2.00	12.00					\$1,420	
Develop lighting plan		2.00	8.00					\$1,070	
Develop plant palette		2.00	8.00					\$1,070	
Develop materials boards/color palette		2.00	8.00					\$1,070	
Prepare renderings ++(2.)		2.00	10.00					\$1,250	
Prepare cost estimate at 100% design development		2.00	6.00					\$890	
Meet with County at 100% DD		4.00	4.00					\$1,060	
SUBTOTAL								\$19,590	
PHASE IV - CONSTRUCTION DOCUMENTS - 16 WEEKS									
Project team coordination mtgs: 3 meetings included (3.)		6.00	9.00					\$1,560	
CDs: CMI engineering drawings including demo and stormwater		8.00	12.00					\$3,200	
CDs: Landscape drawings									
a. landscape plans		20.00	120.00					\$17,400	
b. restroom/picnic structure		6.00	140.00					\$4,650	
c. planting plans		10.00	80.00					\$8,950	
d. irrigation plans (coordinate subconsultant)		1.00	6.00					\$710	

4.00	6.00	51,240
6.00	6.00	51,590
8.00	30.00	54,100
6.00	15.00	57,400

1. Reimbursement for testing at cost + 15%.
2. Rendings done at the standard office hourly rates.
3. Additional risings performed at the standard office hourly rates.
4. Record drawings if requested by County to be prepared at the standard office hourly rates.
5. Sustainability consultant if required will be an additional expense mutually agreed upon.
6. All consultant if required will be an additional expense mutually agreed upon.

ATTACHMENT B

Additional Scope of Work Requirements

1.0 Scope of Work

Perform all landscape architecture and related engineering work required for the performance of this Agreement as itemized below in the Work Plan (Attachment A).

2.0 Design Within Funding Limits

If the proposed design as bid varies more than 10% above the Commission's budget or more than 10% below the budget, the Consultant will re-design the project to meet the above-named budgetary targets at no cost to the Commission.

3.0 Standard of Care

The Consultant represents, covenants, and agrees that all of the services to be furnished by the Consultant under or pursuant to this Agreement, from the inception of this Agreement until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent landscape architects engaged in landscape architectural practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"]). Consultant accepts the special relationship of trust and confidence established between it and Commission by this Agreement. Consultant covenants to design the Project and produce the necessary Construction Documents, and to further the interests of Commission in accordance with Commission's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Agreement.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

4.0 Value Engineering

Consultant acknowledges and understands that it is Commission's objective to construct the Work, wherever possible and without sacrificing the Design, as economically as possible. Consistent with this objective, it shall be Consultant's obligation to perform detailed value engineering during the Project, and to make changes as necessary to keep the estimate within 10% of the currently established construction budget, so as to present to Commission alternative designs, engineering, materials, and methods of construction that will reduce costs and the Agreement time. Failure by Consultant to comply with such obligation under circumstances in which

Consultant knew or reasonably suspected the existence of such alternatives shall constitute a breach of this Agreement. Commission shall have the right, at its sole discretion, to decline to approve and incorporate Consultant's cost reduction alternatives into the Work.

5.0 Reproduction of Final Documents

The Consultant shall cause two (2) sets of blueprints, specifications, estimates, etc. to be provided to the Commission at all submittal phases including such sets as may be required for plan check agencies, one (1) complete set of approved, reproducible construction documents and electronic files (AutoCAD 2006) to be delivered for construction solicitation purposes. The cost of reproducing these documents is included in the Consultant's basic fee.

Section 6.0 Changes Required

The Consultant shall promptly make all changes in the construction solicitation documents necessary to obtain approval of the agencies described above for construction, services, and occupancy without additional compensation or reimbursement. The Consultant shall make all reasonably requested changes in the drawings and specifications based upon Commission's review of the progress submittals.

7.0 Project Schedule

Consultant shall work in accordance with the Project Schedule established in the Notice to Proceed for each project or assignment under this Agreement. Consultant shall provide monthly updates as needed to track design progress, including design consultants' progress, using Microsoft Schedule or similar scheduling software. If using other similar scheduling software, the choice of software needs to be approved by the Owner's representative prior to implementing.

ATTACHMENT C

FEE SCHEDULE FOR AVOCADO HEIGHTS PARK

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of \$336,925.00.

A base fee of \$158,970 shall be paid to the consultant on the phases and amounts specified below. These amounts include the cost of all services including those of the subconsultants identified in Section 5.0 of the contract.

Schematic Design (12%) \$19,076.40
Design Development (9%) \$14,307.30
Construction Documents (55%) \$87,433.50
Bidding (6%) \$9,538.20
Construction Administration (18%) \$28,614.60

In addition, Consultant will be paid \$27,955 for Master Plan / Predesign, which will include developing two options for the future build-out of the site. At least one option will include placing a 7,000 s.f. community center and associated parking on the site.

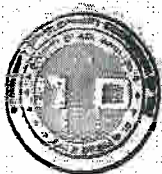
An allowance for additional project consultants, testing, plan check, building permits, community presentations, reimbursable items or other required services, subject to Commission review and approval, shall be up to \$150,000.00. The landscape architect may charge an hourly rate at the following rates below. However, these rates must be negotiated and agreed to prior to commencing extra services that is not part of the original contract.

Principal Architect: \$175.00 per hour
Project Manager: \$95.00 per hour
Associate Landscape Architect: \$95.00 per hour
Production Manager: \$75.00-85.00 per hour
Project Designer: \$65.00-85.00 per hour
Technical Staff: \$65.00-85.00 per hour

Additionally, any agreement, amendment or combination of amendments that might result in a total adjusted Agreement sum of Fifty Thousand Dollars (\$50,000) or above beyond the authorized contingency amount must first be approved by the Board of Commissioners of the Commission.

ATTACHMENT D

Required Forms



CHARITABLE CONTRIBUTIONS CERTIFICATION

Katherine Spitz Associates, Inc

Company Name

4212 1/2 Glencoe Ave, Marina del Rey CA 90292

Address

95-4649686

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

YES NO

S

☒ ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

YES NO

() ☒

X
Signature

Katherine Spitz, Principal

Name and Title (please type or print)

Date

9-28-2006

CERTIFICATE OF INDEPENDENT PREPARATION OF STATEMENT OF QUALIFICATIONS (SOQ)

A. The consultant certifies that:

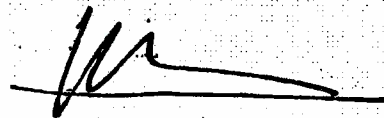
1. The statements in this SOQ have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other builder or competitor relating to:
 - a. those statements;
 - b. those intention to submit an SOQ, or
 - c. the methods or factors used to calculate the statements offered;
2. The statements in this SOQ have not been and will not be knowingly disclosed by the consultant, directly or indirectly, to any other consultant or competitor before SOQ due date or contract award (in the case of competitive proposal solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the consultant to induce any other concern to submit or not to submit an SOQ for the purpose of restricting competition.

B. Each signature on the SOQ is considered to be a certification by the signatory that the signatory:

1. Is the person in the consultant's organization responsible for determining the statements being offered in this SOQ, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principal have not participated, and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above

Katherine Spitz, Principal [Insert full name of person(s) in the consultant's organization responsible for determining the statements offered in this SOQ, and the title of his or her position in the consultant's organization];

3. As an authorized agent, does certify that the principals named in the subdivision (B)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above; and
4. As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above.

X. 

FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION

Name of Firm: Katherine Spitz Associates, Inc. Date: 9-28-2006
Address: 4212 1/2 Glencoe Ave Marina Del Rey CA
State: CA Zip Code: 90292 Phone No.: (310) 574-4460

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Katherine Spitz Title: Principal
Signature: X Date: 9-28-2006

ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

The consultant certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the consultant's organizational, financial, contractual, or other interests may, without some restriction on future activities.

- A. Result in an unfair competitive advantage to the consultant; or
- B. Impair the consultant's objectivity in performing the contract work.

☒ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

Authorized Official:

Name: Katherine Spitz

Title: Principal

Signature: X

Date: 9-28-2006

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Katherine Spitz Associates, Inc.

Vendor's Name

4212 1/2 Glencoe Ave.

Address

Marina del Rey
CA 90292

95-4649686

Internal Revenue Service Employer Identification Number

GENERAL

The Consultant certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Consultant further certifies that all subconsultants, suppliers, vendors and distributors with whom the Consultant has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Name and Title of Signer: Katherine Spitz, Principal

Signature: X KS

Community Development Commission of the County of Los Angeles

I. FIRM/ORGANIZATION INFORMATION: If you will be utilizing subcontractors, please copy and forward this document to them for completion as well. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

FIRM NAME: Katherine Spitz Associates, Inc.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>9</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
	Owner/Partner/Shareholder		Manager		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						1
Asian or Pacific Islander						
American Indian						
Filipino					1	
White		1		2		3

My firm is recognized as a:

☐ Disadvantaged Business

☐ Disabled Veteran Business

☐ Small Business

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100%

III. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE. I UNDERSTAND THAT THE COMMISSION RESERVES THE RIGHT TO AUDIT THE ABOVE INFORMATION AT ANY TIME AND THAT I WILL NOTIFY THE COMMISSION IF THERE ARE ANY CHANGES IN THIS FIRM'S OWNERSHIP FROM WHAT WAS STATED ON THIS FORM.

Print Authorized Name <u>Katherine Spitz</u>	Authorized Signature <u>X</u>	Title <u>Principal</u>	Date <u>9-28-06</u>
---	----------------------------------	---------------------------	------------------------



Community Development Commission
County of Los Angeles

Vendor Application

Vendor Number: _____
(Internal office use only)

Dear Vendor: Please complete the requested information
as completely as possible and return to:

Vendor List Application
Community Development Commission
Attn: Central Services
2 Coral Circle • Monterey Park, CA 91755-7425
(323) 890-7339

FOR OFFICE USE ONLY

Date: _____

Updated by: _____

Each company must complete a separate application for each company.

Name of Company Katherine Spitz Associates, Inc
Contact Person Katherine Spitz
Company Address 4212 1/2 Glencoe Ave, Marina Del Rey, CA 90292
Street City Zip+4

Billing Address/Renit To: _____
(if different) Street City Zip+4

Phone Number 310,574 4460 FAX Number 310,574 4462

☒ Federal I.D. ☐ Social Security No. ☐ State Non-Profit No. (Section 501(c)(3)): 95-4649686
(Attach a copy of State Non-Profit Certification)

TYPE OF BUSINESS (check all applicable)

☒ Corporation ☐ Manufacturer ☐ Partnership ☐ Distributor ☐ Contractor ☐ Consultant ☐ Individual ☐ Broker

OWNERSHIP CLASSIFICATION (check all applicable)

☐ Small Business ☐ Disadvantaged Business ☐ Native American ☒ Woman Owned
☐ Disabled Veteran ☐ Utility Agency ☐ Asian American ☐ Non-Minority
☐ American with Disabilities ☐ Government Agency ☐ Hispanic American ☐ Other Minority
☐ African American Specify _____

Have you met qualifications as a Section 3 Vendor? ☐ Yes ☒ No

PRODUCTS/SERVICES PROVIDED

Please review the attached Vendor Commodity Codes List and select the codes which apply to the type(s) of product(s) and/or service(s) provided by your company.

CODE	PRODUCT/SERVICE	CODE	PRODUCT/SERVICE
1 <u>PR 025</u>	<u>Landscape Architecture</u>	8 _____	_____
2 _____	_____	9 _____	_____
3 _____	_____	10 _____	_____
4 _____	_____	11 _____	_____
5 _____	_____	12 _____	_____
6 _____	_____	13 _____	_____
7 _____	_____	14 _____	_____

THE INFORMATION PROVIDED IS HEREBY CERTIFIED AS CORRECT
BASED ON FACTS AVAILABLE AS OF THIS DATE

Signature X CK Title Principal Date 2-27-07

VENDOR-AP (10/96)

(Application is NOT valid, unless signed and dated)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program); Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County Department will determine, in its sole discretion, whether the Vendor is excepted from the Program.

Company Name:	Katherine Spitz Associates, Inc.		
Company Address:	4212 1/2 Glencoe Ave.		
City:	Marina Del Rey	State:	CA
Zip Code:	90292		
Telephone Number:	(310) 574-4460		
Solicitation For:	Architectural Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

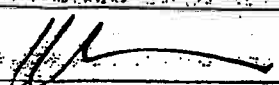
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Katherine Spitz	Title:	Principal
Signature:		Date:	9-29-2006

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as reported on your income tax return) KATHERINE SPITZ ASSOCIATES, INC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) 4212 1/2 GLENCOE AVE	
City, state, and ZIP code MARINA DEL REY, CA 90291	
Tel. account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
915464961816								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here: Signature of U.S. person ▶

Date ▶ **9-28-2006**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

ATTACHMENT D

Required Notices



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. October 2001)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.

- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.

- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).

- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

**How Will My Employees Know if They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 18, Employer's Tax Guide.

Notice 1015
(Rev. 10-2001)



**COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES
(COMMISSION)**

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs for the County of Los Angeles.

The Commission recognizes the importance of small business in...

- ❖ fueling local economic growth
- ❖ providing new jobs
- ❖ creating new local tax revenues
- ❖ offering new entrepreneurial opportunity to those historically under-represented in business

The Commission can play a positive role in helping small businesses grow...

- ❖ as a multi-billion dollar purchaser of goods and services
- ❖ as a broker of intergovernmental cooperation among numerous local jurisdictions
- ❖ by greater outreach in providing information and training
- ❖ by simplifying the bid/proposal process
- ❖ by maintaining selection criteria which are fair to all
- ❖ by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program to: a) inform and assist the local business about contracting opportunities; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, and address subcontracting and conduct business with our vendors in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

DLSE debarments

The following contractors have been barred from bidding on, or accepting or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

Name of contractor	Period of debarment
Astro Painting Co., Inc., a California corporation Milan Mesic, an individual 2988 South Citrus Street West Covina, CA 91791 CSLB #420496, Exp. 3/31/06	11/01/05 thru 10/31/06 11/01/05 thru 10/31/06
Virender Puri, an individual aka Viri Puri ACR, Inc. CARV Construction, Inc., a California corporation 2977 Ygnacio Valley Road, No. 128 Walnut Creek, CA 94598 CSLB #754403, Exp. 09/30/2000	10/1/01 thru 09/30/04 10/1/01 thru 09/30/04 10/1/01 thru 09/30/04
Castello, Inc. Morteza Rahimi, an individual Mostafa Beheshti, an individual 480 Corporate Drive Escondido, CA 92029 CSLB #563961, Exp. 04/30/2003	09/17/01 thru 09/16/04 09/17/01 thru 09/16/04 09/17/01 thru 09/16/04
Adamski Plumbing, Inc. Joseph C. Adamski, an individual 12226 Exposition Boulevard Los Angeles, CA 90064 CSLB #611100, Exp. 1/31/2004	01/24/02 thru 01/23/05 01/24/02 thru 01/23/05
Tapuz Enterprises, Inc. Tomer Rotholz, an individual dba Gali Landscape & Maintenance Company 6068 Reseda Blvd. Reseda, CA 91335 CSLB #698776, Exp. 11/30/2002	03/21/02 thru 03/20/05 03/21/02 thru 03/20/05
Mehta Mechanical Co., Inc. Jagat Mehta, an individual Mohan Mehta, an individual Chandrakala Mehta, an individual 8405 Artesia Blvd. Buena Park, CA 90621 CSLB #573635, Exp. 7/31/2002	10/28/02 thru 05/22/05 10/28/02 thru 05/22/05 10/28/02 thru 05/22/05 10/28/02 thru 05/22/05
Precision Builders LTD Kevin Orlando Quarles, as a partner and individually Eric George Gooden, as a partner and individually 10124 S. Broadway Los Angeles, CA 90003 CSLB #730667, Exp. 12/31/1998	05/09/02 thru 05/08/05 05/09/02 thru 05/08/05 05/09/02 thru 05/08/05
Anthony Dominick Zanotelli, an individual dba T & S Concrete Company Anthony Dominick Zanotelli, an individual 2157 Sophy Place Redding, CA 96003 CSLB #723042, Exp. 05/31/2002	02/25/02 thru 02/24/05 02/25/02 thru 02/24/05

Robert Daniel Kwake, II, an individual dba Sonlight Electric Robert Daniel Kwake, II, an individual P.O. Box 249 Palo Cedro, CA 96073 CSLB #754415, Exp. 09/30/2002	05/20/02 thru 05/19/05 05/20/02 thru 05/19/05
Russell Nobles Construction, Inc. P.O. Box 1712 Santa Rosa, CA 95402 Russell Lester Nobles, an individual P.O. Box 1712 Santa Rosa, CA 95402 CSLB #762622, Exp. 05/31/2003 CSLE #665074, Exp. 02/28/2003	09/01/02 thru 08/31/06 09/01/02 thru 08/31/06
Mohag Construction Co., a California corporation 1290 Bluesail Circle Westlake Village, CA 91361 Jalal Mohaghegh Banki, an individual 1290 Bluesail Circle Westlake Village, CA 91361 CSLB #497474, Exp. 09/30/2002	09/16/02 thru 09/15/06 09/16/02 thru 09/15/06
SC Construction Corporation, a California corporation c/o Amir Sadighi, Agent for service P M B 324 13681 Newport Avenue, Suite 8 Tustin, CA 92780-7815 Amir Sadighi, an individual P M B 324 13681 Newport Avenue, Suite 8 Tustin, CA 92780-7815 CSLB #766296, Exp. 07/31/2003	06/07/02 thru 06/06/06 06/07/02 thru 06/06/06
TCGE, Inc., a California corporation 14559 Erwin Street Van Nuys, CA 91411-2341 Kishore Kaul, an individual 14559 Erwin Street Van Nuys, CA 91411-2341 Marvin Gene Booth, an individual 14559 Erwin Street Van Nuys, CA 91411-2341 Vikram Dakannagari, an individual 14559 Erwin Street Van Nuys, CA 91411-2341 Sangeeta Kaul, an individual 14559 Erwin Street Van Nuys, CA 91411-2341 Manjusri Reddy, an individual 14559 Erwin Street Van Nuys, CA 91411-2341 Ashok Reddy Sreepathi, an individual 14559 Erwin Street Van Nuys, CA 91411-2341 CSLB #736413, Exp 05/31/2001	02/20/03 thru 02/19/06 02/20/03 thru 02/19/06 02/20/03 thru 02/19/06 02/20/03 thru 02/19/06 02/20/03 thru 02/19/06 02/20/03 thru 02/19/06 02/20/03 thru 02/19/06 02/20/03 thru 02/19/06 02/20/03 thru 02/19/06
1st Mechanical, Inc., a California corporation 5607 Palmer Way Carlsbad, CA 92008 Linda A. Williams, an individual 7969 Via Orilla Carlsbad, CA 92009 John D. Williams, an individual 5607 Palmer Way	02/20/03 thru 02/19/06 02/20/03 thru 02/19/06 02/20/03 thru 02/19/06

<p>Carlsbad, CA 92008 CSLB #665652, Exp. 03/31/2001</p>	
<p>Torlin Construction, Inc. 4740 E. Bryson Street Anaheim, CA 92807 Jean Victor Peloquin, an individual 4740 E. Bryson Street Anaheim, CA 92807 CSLB #751823, Exp. 07/31/2006</p>	<p>12/17/02 thru 12/16/05 12/17/02 thru 12/16/05</p>
<p>Guenter Steel Fabrication, Inc., dba Omni Steel 1061 Terven Avenue Salinas, CA 93901 Guenter Speler, an individual 1061 Terven Avenue Salinas, CA 93901 CSLB #769343, Exp. 07/31/2002</p>	<p>07/22/02 thru 07/21/05 07/22/02 thru 07/21/05</p>
<p>Fire Prevention Technics, Inc. 6805 Louise Avenue, Suite 102 Van Nuys, CA 91405 Mike Sharim, aka Hersel Charime, an individual 6805 Louise Avenue, Suite 102 Van Nuys, CA 91405 CSLB #732510, Exp. 02/28/2005</p>	<p>08/08/03 thru 08/07/06 08/08/03 thru 08/07/06</p>
<p>Don Veasey Construction Co., Inc. 27574 Commerce Center Drive, #131 Temecula, CA 92590 Donald J. Veasey, an individual 27574 Commerce Center Drive, #131 Temecula, CA 92590 CSLB #642297, Exp. 07/31/2003</p>	<p>07/01/03 thru 06/30/06 07/01/03 thru 06/30/06</p>
<p>David Chan, an individual dba Spectrum Painting and Decorating David Chan, an individual 1290 Bayshore Hwy, Suite 266 Burlingame, CA 94010 CSLB #607178 Exp. 11/30/04 Spectrum Painting and Decorating Inc., a California Corporation David Chan, an individual Suzanne Darlene Nagy, an individual 1290 Bayshore Hwy, Suite 266 Burlingame, CA 94010 CSLB #812356 Exp. 09/30/2004</p>	<p>08/15/04 thru 08/14/07 08/15/04 thru 08/14/07 08/15/04 thru 08/14/07 08/15/04 thru 08/14/07 08/15/04 thru 08/14/07</p>
<p>Nutek Construction, Inc., a California Corporation Edward Samuel Shoikhet, an individual Gene Yakubovich, an individual 200 Valley Drive, #41 Brisbane, CA 94005 CSLB #496378 Exp. 05/31/2005</p>	<p>08/24/04 thru 08/23/07 08/24/04 thru 08/23/07 08/24/04 thru 08/23/07</p>
<p>Man Wah Construction Co., Inc., a California Corporation Christina Chow, an individual Pak-Kong Cheung, an individual Man-Wah Cheng, an individual 2602 Castro Valley Blvd. Castro Valley, CA 94546 CSLB #568132 Exp. 05/31/2005</p>	<p>08/24/04 thru 08/23/07 08/24/04 thru 08/23/07 08/24/04 thru 08/23/07 08/24/04 thru 08/23/07</p>

H R Electric & Engineering, a California Corporation
Herbert Underwood Ragle, an individual
3524 Broadview Court
San Mateo, CA 94403
CSLB #697202 Exp. 09/30/2004

08/13/04 thru 08/12/07
08/13/04 thru 08/12/07

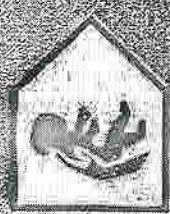
Revised: 01/09/2006

No shame.

No blame.

No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire stations.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafe-la.org



State of California
Governor Arnold Schwarzenegger

Health and Human Services Agency
Grande L. Jones, Director

Department of Social Services
Richard A. Bunch, Director



Los Angeles County Board of Supervisors
Ronald A. Green, Supervisor, District 1
Norma Hall, Supervisor, District 2
George A. Moscone, Supervisor, District 3
Dorinda L. Green, Supervisor, District 4
Michael D. Antonovich, Supervisor, District 5

This initiative is also supported by the 1-800-4-A-CHILD and 1-800-4-A-TEEN hotlines.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

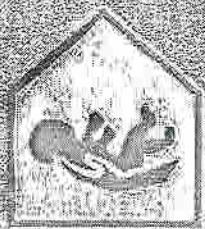
At 6:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY-SAFE

1-877-222-9723

www.babysafe-la.org



Estado de California
Gov. Dave Goldberg

Oficina de Salud y Servicios Humanos
Health and Human Services
Office of Health Services

Departamento de Servicios Sociales
Department of Social Services
Child Welfare Division



Consejo de Supervisores del Condado de Los Angeles
County Board of Supervisors

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Wendy Anthony-Turk, Supervisor, Segundo Distrito
Yanicko, Supervisor, Tercer Distrito
Benjamin, Supervisor, Cuarto Distrito
Michele Blumrich, Supervisor, Quinto Distrito

Esta iniciativa también es el programa NIS 15 LEONTO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, los padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Solo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasará si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde acudir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.